"B-WEB"
GENERAL TERMS AND CONDITIONS
April 2005 Edition

ARTICLE 1: OBJECT

Customers who have a bank account with Bank of Africa Kenya Limited hereinafter referred to as ("the Bank") and are connected to the Internet may use the "B-Web" service subject to the following general terms and conditions.

The purpose of these terms and conditions is to define the conditions governing access to and the operating of the "B-Web" service and to set out the rights, obligations and specific liabilities of both the Customer and the Bank in respect of this service.
In this context, they represent an addendum to the General Conditions, and all the general and special conditions laid down in agreements concluded with the Bank upon opening an account will continue to apply, with the exception of those which may be amended or adjusted by these general terms and conditions.

ARTICLE 2: DEFINITIONS

In these general terms and conditions, the following terms are used with the following meanings:
- User: the person making use of one of the “B-Web” services forming the subject of the "B-Web" contract. For a corporate entity, the User will be its authorised officers.
- Electronic signature: a set of electronic data capable of being attributed to a particular person and establishing the integrity of the content of the instruction.
- Digipass: a pocket calculator offering two functions; traditional hand-held calculator on the one hand, and an instrument generating an electronic signature materialised a six-digit number produced by the Digipass, on the other.
- eToken: USB device, used in the context of electronic communications, capable of producing an electronic signature. The eToken contains the private key as well as the qualified certificate of its holder. The eToken uses the asymmetric encryption system and produces an “advanced” electronic signature within the meaning of European Directive 1999/93/EC on electronic signatures.

ARTICLE 3: SERVICES AVAILABLE

The "B-Web" service consists of five modules, each intended to carry out a specific type of transaction within the limits defined by the conditions set out in these regulations. They enable the Customer:

a) to obtain bank statements or to check the balance on current and savings accounts,
b) to verify recent or past transactions on current and savings accounts (consultation limited to a period of three months),
c) to make domestic payments,
d) to make international payments,
e) to send secure e-mails to the Bank with respect to transactions not covered by one of the above modules, via the B-mail,

However, the "B-Web" service does not cover transactions, undertakings, instructions or messages subject to legal or contractual formalities or those requiring a written signature and possibly the authentication thereof, in particular proxies, contracts, endorsements, guarantees, bills of exchange, cheques (non-exhaustive list given purely by way of an example).

Furthermore, the Bank reserves the right, without having to give its reasons, not to respond to a request for access to the "B-Web" services or to limit access to this service to transactions involving a certain amount.

ARTICLE 4: DURATION

On receipt of the contract, duly completed, dated and signed, and following the usual checks, the Bank will ensure that the Customer has access to the "B-Web" service as quickly as possible.

The contract shall be concluded for an indefinite period.

The parties shall be entitled to terminate the B-Web service at any time. The Customer must provide notification by either registered mail or letter delivered at the Bank’s counters, whereas the Bank may give notice by any means. Termination by the Customer shall only take effect as of the next banking day following receipt of the registered mail or letter received at the Bank’s counters. Termination by the Bank shall take effect one month after the Customer is notified. However, the bank reserves the right to terminate the contract immediately without notification in particular, but not exclusively, in the event of seriously reprehensible conduct, infringement of a contractual obligation, the closing of the accounts or the failure to use the service for a period of one year.

ARTICLE 5: DOWNLOADING

The Customer will download the "B-Web" software from the B-web website of the Bank.
The Customer bears sole responsibility for the proper operation of computer equipment and access to the Internet (and in particular choice of access provider) in accordance with that which is stated in Article 9 of these terms and conditions.

ARTICLE 6: SECURITY

All information relayed between the Customer and the Bank is encrypted (made unreadable) in order to ensure greater security.
The HTTPS (Hyper Text Transfer Protocol + SSL - Secure Socket Layers) communication protocol uses the SSL encryption system.

ARTICLE 7: ELECTRONIC SIGNATURE

7.1. Operation

The electronic signature generated by the Digipass or eToken is verified by the Bank's computer system. The electronic signature once verified vouches for the origin of the instructions and the integrity of their contents.
The Customer shall not repudiate instructions received via the "B-Web" service using an electronic signature.

7.2. The Bank's obligations

The Bank will refuse to execute any instruction sent via the "B-Web" service without an electronic signature.

The Bank guarantees that it will replace the Digipass and/or eToken in the event of their/its failure. This guarantee is valid for one month as of the issuing of the Digipass and/or eToken to the Customer.
The guarantee does not cover a Digipass and/or eToken that have/has been stolen, lost or damaged as a result of the Customer's failure to take adequate precautions.

The Bank undertakes to respect the confidentiality of the information collected.

7.3. The Customer's obligations and responsibilities

The Customer shall use the Digipass and/or eToken for any instruction sent to the Bank via the "B-Web" service.

The instructions will not be carried out if not accompanied by the electronic signature or if the maximum amount set out in Article 2 of the "B-Web" Contract is exceeded, as specified in Article 12 of these general terms and conditions.

The Customer alone shall be responsible for safety of Digipass and/or eToken and pin code. The Customer undertakes not to disclose the pin code enabling the use of the Digipass and/or eToken and any information enabling access to the service.

The Bank will inform the Customer of the initial pin code (Init Pin Code) related to the Digipass and/or eToken. The Customer will then choose another pin code, thereby personalising the Digipass or eToken. The Customer undertakes to all take necessary measures to prevent third parties from discovering or using the code. Furthermore, the Customer undertakes to ensure that any users designated, observe this obligation to keep the code secret.

The Customer shall inform the Bank as soon as it comes to their notice or suspects that the pin code or Digipass and/or eToken have been lost, stolen or misused. The Bank will block the use of the electronic signature relating thereto as quickly as possible.

Until receipt of notification from the Bank, the Customer acknowledges sole liability vis-à-vis the Bank for any use which may be made of the Digipass and/or eToken and undertakes to bear the cost of any damage whatsoever, either direct or indirect, resulting from the incorrect, improper, illicit or unlawful use of the Digipass and/or eToken, either by himself or by third parties. The Customer shall indemnify the Bank for any damages, loss and costs it might sustain and authorises the Bank to debit automatically their account for the amount thereof.

If notification is sent while the Bank is closed, this shall be presumed to have been received on the following banking day.

The Customer shall inform the Bank of the loss, theft or improper use of his pin code or his Digipass or eToken as soon as he becomes aware of this, using any means of communication.

In case of notification by fax or e-mail, the text of the message received by the Bank shall be used as a proof should there be a dispute.

The Customer acknowledges taking note of the security rules relating to the product, and accepts and undertakes to comply with them.

7.4. Use of the Digipass/eToken

Scope of application

The parties undertake to acknowledge the full and complete validity of instructions carried out by the Bank with the authority of an electronic signature instead of an original hand-written signature.

The Bank shall consider a correct electronic signature as coming directly and exclusively from the Digipass or eToken issued by the Bank.

Issuing a Digipass/eToken

The Bank shall provide each user of the service with a Digipass and/or eToken, a protective cover, and a pin code (Init Pin Code). A User's Manual is also supplied with the Digipass.

The Customer is responsible for replacing the main Digipass battery. The battery is to be replaced when the "Battery Low" message appears on the Digipass screen.

The Customer must ensure that it is replaced without delay in order to safeguard the life of the standby battery, since any interruption in the power supply to the Digipass will render it permanently inoperative. The

procedure for replacing the Digipass battery is described on page 9 of the Digipass User's Manual.

Electronic signature check

The Bank will verify the validity of the electronic signature via its computer system. Should this electronic signature prove incorrect, a message will be displayed on the screen. The electronic signature process will have to be started again.

After three unsuccessful attempts to enter the pin code, the Digipass becomes inoperative. The Customer will have to contact the Bank as specified in Article 7.3.

If the Customer has forgotten the pin code, they will have to order a new Digipass and/or eToken and send the old one back to the Bank. The associated costs will be charged to the Customer.

7.5. Returning the Digipass/eToken

The Digipass and the eToken remain the property of the Bank. The Bank may request that they be returned immediately under the following circumstances:

- if the accounts or portfolios associated with the Digipass and/or eToken become unavailable or are closed for whatever reason;
- if serious technical problems or other reasons force the bank to request the return of the Digipass and/or eToken issued;
- if the Digipass and/or eToken are/is reaching the end of their/its useful life, are/is defective or damaged;
- when the "B-Web" is terminated.

If the Customer retains the Digipass and/or the eToken despite having been asked to return them/it to the Bank, the Customer shall be liable for all the direct and indirect consequences that might result from the improper use of the Digipass and/or eToken.

ARTICLE 8: PROOF

The electronic signature, as validated by the Bank's computer systems, constitutes valid and irrefutable proof of the identity of the user and the integrity of the instruction as well as agreement regarding the transactions effected with this signature via the system.

The Bank confirms all transactions carried out via the "B-Web" system by means of a statement of account, which will be sent to the Customer, kept at his disposal at the Bank's counters, or made available for consultation via "B-Web".

The Customer must notify the Bank without delay (not later than 72 hours) of any error in the statements received. If no objection is raised, the Customer is deemed to have approved the booking and the transactions as they appear on the statement.

ARTICLE 9: THE BANK'S OBLIGATIONS AND RESPONSIBILITIES

The "B-Web" service is available around the clock, 7 days a week, except when the system is being updated.
However for internal processing purposes, all instructions received between 08:30 hours to 16:00 hours (Kenyan time) will be processed the same day. Any instructions received after 16:00 hours will be processed the next business day.
The Bank undertakes to do its utmost to ensure the proper operation of the service, but cannot be held liable for failures, disruptions or operating difficulties attributable to the Internet network or telecommunications. The Bank shall not accept any liability for the transmission of information. It shall not be part of any dispute which may arise between the Customer and the Internet access provider or telecommunications operator.

The Customer also acknowledges that for all stages of access to the site and the various operating modules provided by the "B-Web" service or subsequent services, the Bank does not enter into any firm commitments but only best-effort undertakings. Consequently, with the exception of cases of fraud or serious error and without prejudice to the best-effort undertakings referred to above, the Bank shall not be required to pay any compensation whatsoever to the Customer.

The Bank shall not be held liable for the failure to fulfil the contract concluded in the case of force majeure, disruption or strike, in particular by postal services or means of communication or transport, flooding or fire, this list being indicative and not exhaustive.
If the Customer is a legal entity, the persons signing the agreement must be duly empowered in accordance with the articles of association.

The Customer is required to check the configuration of his equipment and to ensure that its specification corresponds to or exceeds the minimum configuration described in the installation handbook, a copy of which is supplied at the time of installation. The Bank declines any liability for damage caused to the equipment during the installation, or during or after the use of the "B-Web" service.

ARTICLE 10: COSTS

The Customer will meet all costs relating to the equipment used. The costs of transmission by telephone and any subscriptions taken out by the Customer with an Internet access provider shall also be borne by the Customer.

The Customer authorises the Bank to debit their account with the amounts due as a result of subscription to the "B-Web" service.

The use of the "B-Web" service and the cost of carrying out banking transactions via "B-Web" shall be subject to the scale of charges in force as specified in the Scale of Charges of the Bank available at counters.

ARTICLE 11: MISCELLANEOUS

The software remains the property of the Bank and may under no circumstances be modified or copied.

ARTICLE 12: CEILING ON TRANSACTIONS

The Customer shall determine the ceiling for transactions when signing the contract. It is clear that this ceiling will apply to each individual transaction.

In the event of the ceiling being exceeded, the instructions sent through the "domestic payments", "international payments" and "netting" modules will automatically be rejected by the Bank's computer system and this rejection will be displayed on the Customer's PC with the message "Rejected Signature Class Insufficient".

As regards the "B-mail" module, the Bank will check the transactions ceiling when the message is received. If the ceiling is exceeded, the Bank will inform the Customer via the "B-mail" module of the "B-Web" service.

ARTICLE 13: JURISDICTION

The "B-Web" contract shall be governed by Kenyan law. In the event of a dispute, the Kenyan courts shall have sole jurisdiction.

ARTICLE 14: CONDITIONS AND SCALE OF CHARGES

The General Terms and Conditions and scale of charges shall be those in force when the contract is signed.

Nevertheless, the Bank reserves the right to amend them at any time.

Any changes made to the "B-Web" General Terms and Conditions and the scale of charges mentioned in Article 10 will be sent to the Customer at least two months before they come into force by whatever means the Bank chooses, e.g. in a notice enclosed with the statements. Unless the Customer terminates the "B-Web" Contract before the change takes effect, the Customer is assumed to have accepted the new provisions.

ARTICLE 15: PRODUCT DEVELOPMENT – SERVICE PROVISION.

Technological progress may be such that the Bank will develop the "B-Web" service further and make further changes as it thinks fit.

Services that are not yet operational at the time of the signing of the Contract will gradually be made available to the Customer.

The Bank will inform the Customer of these by all means.

Unless the Customer expressly requests otherwise, the Customer will automatically receive all new "B-Web" service modules as and when they appear.

If the Customer is not satisfied with the adaptations and developments made by the Bank to the "B-Web" service they may terminate the contract under the conditions laid down in Article 4 of these conditions.

ARTICLE 16: PROTECTION OF PRIVACY

Personal information collected in the context of the "B-Web" service is intended for the Bank which hereby is authorised to store it in a computer memory, use it and pass it on, for the same purposes, to the companies in its group, its brokers and insurers and even to third parties or subcontractors for management requirements.

The Customer may exercise the right vis-à-vis the Bank to access, correct or delete data as well as to object to their processing. For this purpose, the Customer may write to the Bank at the following address:

bweb@boakenya.com

or

Bank of Africa Kenya Limited
PO Box 69562-00400
Nairobi Kenya

CUSTOMER'S SIGNATURE

The Customer shall complete and sign both copies of the contract and return them to the bank together with a copy of these general terms and conditions, also signed.

The Customer states that they have read these General Terms and Conditions and are in agreement with them.

_____
DATE, SIGNATURE OF THE CUSTOMER (ORIGINAL).

DATE, SIGNATURE OF THE CUSTOMER (ORIGINAL).

APPENDIX TO THE B-WEB GENERAL CONDITIONS

Minimum configuration required :

- If you use a digipass **Digipass**

❖	Operating system	Microsoft Windows 95/98/NT/2000/ME/XP
❖	Navigator	Internet explorer (version 5.5 minimum) Cypher strength 128 bits
❖	Computer	PC Pentium 200
❖	RAM memory	At least 64 MB (256 recommended)
❖	Space available on the hard disk	20 MB
❖	Java Sun Machine	Version 1.4.2-03 minimum
❖	Internet connection	128 Kbps

- If you use an **e-Token**

❖	Operating system	Microsoft Windows 2000/ME/XP
❖	Navigator	Internet explorer (version 5.5 minimum) Cypher strength 128 bits
❖	Computer	PC Pentium 200
❖	RAM memory	At least 64 MB (256 recommended)
❖	Space available on the hard disk	20 MB
❖	Java Sun Machine	Version 1.4.2-03 minimum
❖	Internet connection	128 Kbps
❖	Available USB port on the PC	